

The Honorable Christopher M. Alston  
Chapter 7  
Hearing Date: May 17, 2019  
Hearing Time: 9:30 a.m.  
Hearing Location: 700 Stewart St, Seattle, WA  
7th Floor, Courtroom 7206  
Response Date: May 10, 2019

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

In re

BEN HOLMAN McINDOE,  
Debtor.

Case No. 15-17388-CMA

DECLARATION OF GEOFFREY  
GROSHONG IN SUPPORT OF ENTRY OF  
ORDER APPROVING SALE OF 6928 38TH  
AVENUE SW, SEATTLE, WA, FREE AND  
CLEAR OF LIENS AND OTHER  
INTERESTS, WITH CONSENSUAL  
CARVE-OUT, AND GRANTING  
RELATED RELIEF

Geoffrey Groshong, attorney for Edmund J. Wood, the chapter 7 trustee for Ben  
Holman McIndoe, declares and states as follows:

1. This case was commenced by the filing of a voluntary Chapter 11 petition  
by McIndoe on December 21, 2015 [Dkt. # 1]. On May 1, 2017, the case was converted to a  
proceeding under chapter 7 [Dkt. # 110]. On May 2, 2017, Edmund J. Wood was appointed as  
the chapter 7 trustee [Dkt. # 112]. On May 19, 2017, this court entered its Ex Parte Order  
Authorizing the Employment of Attorney for Trustee [Dkt. # 140]. On July 13, 2017, this court  
entered its Ex Parte Order Authorizing Employment of Kai Rainey and RE/Max Eastside  
Brokers as Real Estate Agents for the Trustee [Dkt. # 163].

2. I make this declaration from my personal knowledge and the filings in this  
case, and in support of the Motion for Order Approving Sale of Real Property, Free and Clear of

1 Liens and Other Interests, with Consensual Carve-Out, and Related Relief [Dkt. # 285] (the  
2 “Motion”), filed April 26, 2019. I am over the age of 18 years and competent to testify.

3 3. Following the hearing on the Motion held Friday, April 17, 2019, at  
4 approximately 2:45 p.m., I received a copy of the fully executed Addendum/Amendment to  
5 Purchase and Sale Agreement signed and dated by the Trustee and by Peter McCune Shannon,  
6 the settlor of The Peter McCune Shannon “In Tatters We Trust” Living Trust (the “New Buyer”)  
7 on April 17, 2019, together with the original Residential Real Estate Purchase and Sale  
8 Agreement dated March 25, 2019 (together, the “Offer”), from the Trustee’s office. A true copy  
9 of the Offer as received from the Trustee is attached as Exhibit 1.

10 4. On May 20, 2019, at approximately 11:30 a.m., I received an updated  
11 estimated ALTA settlement statement from Wanda Nuxoll’s office, showing the New Buyer, the  
12 Offer, and the other anticipated closing costs and disbursements, including the consensual  
13 carve-out of \$10,000 for the benefit of creditors and the \$75,000 holdback. A true copy of the  
14 updated estimated ALTA settlement statement is attached as Exhibit 2.

15 I declare on penalty of perjury under the laws of the state of Washington that the  
16 foregoing is true and correct.

17 DATED this 20th day of May, 2019, at Seattle, Washington.

18  
19 /s/ Geoffrey Groshong

20 Geoffrey Groshong  
21 WSB No. 6124  
22  
23  
24  
25  
26

In re Ben Holman McIndoe  
Case No. 15-17388-CMA

# Exhibit 1

Form 34  
Addendum/Amendment to P&S  
Rev. 7/10  
Page 1 of 1

©Copyright 2010  
Northwest Multiple Listing Service  
ALL RIGHTS RESERVED

# ADDENDUM / AMENDMENT TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated 3/25/19 1  
between The Peter McCune Shannon "In Tatters We Trust" 2  
Buyer Living Trust Buyer ("Buyer") 2  
and Edmund J Wood, Trustee for McIndoe 3  
Seller Edmund J Wood, Trustee for McIndoe Seller ("Seller") 3  
concerning 6535 6928 38th Ave SW Seattle, WA 98120 4  
Address City State Zip (the "Property"). 4

IT IS AGREED BETWEEN THE SELLER AND BUYER AS FOLLOWS:

Purchase price is \$759,974.50 5  
Earnest money is increased to \$140,000 6  
and will be wired to law office of 7  
Wanda Nuvall on 5/17/19. 8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19

Close date will be on or before 20  
before 6/26/19 21  
22  
23  
24  
25  
26  
27  
28  
29  
30

ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged.

31

<u>PS.</u>	<u>5/17/19</u>			<u>egw</u>	<u>5/17/2019</u>		
<small>Buyer's Initials</small>	<small>Date</small>	<small>Buyer's Initials</small>	<small>Date</small>	<small>Seller's Initials</small>	<small>Date</small>	<small>Seller's Initials</small>	<small>Date</small>

## SUMMARY

**OFFER SUMMARY FOR RESIDENTIAL REAL ESTATE PURCHASE AND SALE AGREEMENT**DATE of OFFER 3/25/2019MLS # NA SELLING BROKER LAG# NA SELLING OFFICE ID NA~~BASE OFFER PRICE \$ 626,596.43 (Enter this amount on Page 1)~~

+

~~BUYERS PREMIUM/CARVE OUT \$ 36,468.58~~

=

TOTAL PURCHASE PRICE \$ 663,065.00BUYER CLOSING COST REQUESTED \$ —

(MUST BE APPROVED BY LIEN HOLDER)

## REQUIRED ADDENDA:

1. Bankruptcy Purchase and Sale--Attached
2. Carve out/As Is/Utilities addendum--Attached
3. Form 17, waived--Attached
4. Legal description--Attached
5. Pre-approval dated in last 30 days
6. Proof of funds dated in last 30 days
7. Copy of EM Check-made out to escrow listed on page 5 paragraph 16 of Purchase and Sale

## OPTIONAL ADDENDA—CHECK IF INCLUDED

1. ☐ MLS FORM 22J-Lead Paint-As Needed
2. ☒ MLS FORM 22K-Utilities
3. ☒ ~~MLS FORM 22SS-Short Sale (Must be included if this is a short sale)~~
4. ☒ MLS FORM 22T-Title Contingency
5. ☒ Additional addenda (please list) MLS Form 22AA-Appraisal Addendum

Buyer(s) exact names and how they will take title:

The Peter McLane Shannon "Intatters We Trust" Living Trust  
Dated July 10, 2007

Buyer Initial: PS. Buyer Initial: \_\_\_\_\_Date: 3/25/19 Date: \_\_\_\_\_Seller Initial: egwDate: 5/17/2019

---

On or Before  
6/26/19

<sup>DS</sup>  
*egw*

5/17/2019

<sup>DS</sup>  
*egw*

5/17/2019

1. **No Representations or Warranties.** The Seller is a bankruptcy trustee and therefore he/she has no personal knowledge regarding the property. There are no representations or warranties regarding the property or its condition. All sales are "as is, where is" and without any representations or warranties of any kind express or implied.
2. **Earnest Money Forfeiture.** In the event the Buyer fails, without legal excuse, to complete the purchase of the property, the earnest money deposit made by the Buyer shall be forfeited to the Seller as the sole and exclusive remedy available to the Seller for such failure. If the earnest money deposit is greater than five percent of the purchase price, only that portion of the earnest money deposit equal to five percent of the purchase price shall be forfeited to the Seller. By their initials below, Buyer and Seller specifically acknowledge that they have read the preceding provision regarding forfeiture of the earnest money and understand and agree to it.

Buyer Initial: P.S. Buyer Initial: \_\_\_\_\_  
 Date: 3/25/19 Date: \_\_\_\_\_

Seller Initial: DS  
egw  
 Date: 5/17/2019

3. **Financing.** This offer ☒ is ☐ is not conditioned upon Buyer obtaining a ☒ Conventional ☐ FHA ☐ VA ☐ USDA ☐ FHA 203k ☐ Other: \_\_\_\_\_

Buyer Does \_\_\_\_\_/Does Not ☒ request that seller pay up to \_\_\_\_\_ in closing and other allowable costs (must be agreed to by lienholder).

4. **Down Payment/Loan Application.** Buyer agrees to pay 20% down, and to make an application, in good faith, within seven days after approval of this Agreement, for a market rate loan to pay the balance of the purchase price. If application is not made within 7 (seven) days of approval, Seller may retain the earnest money and Agreement may terminate.
5. **Proof of Funds.** In the event buyer fails to provide proof of all necessary funds to close; including down payment, closing costs and bankruptcy fee within 48 hours of Sellers acceptance of offer, then this agreement may be terminated by notice from the seller to the buyer and earnest money shall be returned to the buyer.
6. **Financing Deadline/Seller Termination Notice.** If Buyer has not within 30 days after initial signing of this Agreement, given notice that Buyer has obtained financing or waived the financing condition, then this Agreement may terminate upon the expiration of the 30th day after initial signing. If termination occurs, Seller shall remit the earnest money to the Buyer.

Buyer Initial: P.S. Buyer Initial: \_\_\_\_\_  
 Date: 3/25/19 Date: \_\_\_\_\_

Seller Initial: DS  
egw  
 Date: 5/17/2019

<sup>DS</sup>  
*Egw*  
5/17/2019

<sup>DS</sup>  
*Egw*  
5/17/2019



DS  
egw 5/17/2019

12. **SHORT SALE DISCLOSURE** This sale is ☒ is not ☒ a short sale. If this is a short sale the following shall apply:

- a. This agreement is contingent upon the seller obtaining written consent from the lienholder(s) within \_\_\_ days (60 days if not filled in, must match days entered on NWMLS form 22SS) of mutual acceptance. Seller shall notify buyer of lienholder approval by providing buyer a copy of the lienholder approval letter. If seller fails to reach agreement with lienholder, this agreement shall terminate and earnest money will be refunded to the buyer.
- b. Buyer acknowledges that lienholder may have additional addendums and clauses that will be integrated into this agreement. Buyer agrees to return all lienholder required documents within 2 calendar days of receipt. If buyer fails to return required documents, this transaction may be cancelled by the seller and earnest money shall be returned to the buyer.

Buyer Initial: P.S. Buyer Initial: \_\_\_\_\_  
Date: 3/25/19 Date: \_\_\_\_\_

- c. Buyer acknowledges that cost for items such as septic inspection and pumping, well certification, HOA liens, utility liens and appraisal required repairs may not be agreed to by lienholder. Buyer agrees to pay for all costs not agreed to by lienholder in order to close. These items are subject to buyer review, buyer may terminate this agreement if items are deemed too costly and earnest money shall be refunded to the buyer.

Buyer Initial: P.S. Buyer Initial: \_\_\_\_\_  
Date: 3/25/19 Date: \_\_\_\_\_

13. **Hazardous Waste.** The Seller, as a bankruptcy trustee, has no actual personal knowledge of the presence of any hazardous waste on the property, including, but not limited to, petroleum products and asbestos, and has no actual personal knowledge of the violation of any environmental law, regulation or ordinance with respect to the property. Buyer understands and agrees that any knowledge about the condition of the property of other parties including the trustee's real estate agent, debtor, the debtor's employees and agents, or any other persons or entities shall not be imputed to the trustee or the estate. Buyer hereby assumes all risk and costs related to the presence of hazardous waste and the environmental condition of the property. Buyer hereby waives any and all rights of contribution, indemnity and/or reimbursement with respect to any and all defects, including but not limited to, hazardous waste and environmental condition.

14. **Possession.** Buyer shall be entitled to possession upon closing.

15. **Closing.** "Closing" means the date on which all documents are recorded and the sales proceeds are available to Seller. Seller does not agree to clean the interiors or exteriors of any structures. The sale is "as is, where is".

Buyer Initial: P.S. Buyer Initial: \_\_\_\_\_  
Date: 3/25/19 Date: \_\_\_\_\_

DS  
egw  
Seller Initial: \_\_\_\_\_  
Date: 5/17/2019

16. **Escrow Agent.** The transaction shall be escrowed by the following:

☐ **First American Escrow-Tammi Habic**, 2707 Colby Avenue Suite 601, Everett, WA 98201  
Phone: (425) 551-2022 Fax: (866) 859-0436 Email: [thabic@firstam.com](mailto:thabic@firstam.com)

☒ **Law Office of Wanda Reif Nuxoll, P.S.** PO Box 2406 Issaquah, WA 98027  
Phone: (206) 749-2850 Fax: (206) 749-2851 Email: [wnuxoll@wrnlaw.com](mailto:wnuxoll@wrnlaw.com)

17. **Condition of Title.** Unless otherwise specified in this Agreement, title to the property shall be marketable at closing. The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions presently of record and general to the area, including but not limited to zoning; easements and encroachments not materially affecting the value of or unduly interfering with Buyer's intended use of the property; and reserved oil and/or mineral rights. Monetary encumbrances not assumed by the Buyer shall be removed from the title by the Seller on or before closing. If for any reason the Seller is unable to transfer marketable title to the Buyer then this Agreement is null and void, the Buyer's earnest money, if any, shall be returned and the Seller shall be released of all obligations hereunder.

18. **Title Insurance.** Seller shall provide a standard form of title insurance from a title insurance company of Seller's choice. Seller authorizes lender or closing agent, at Seller's expense, to apply for a standard form buyer's policy of title insurance with homeowner's additional protection and inflation protection endorsement if available at no additional cost. If buyer elects to purchase a homeowner or extended title policy, the difference in premium shall be a buyer expense. The preliminary commitment therefor, and the policy to be issued, shall contain no exceptions other than general exclusions and exceptions in said standard form. If title cannot be made so insurable prior to closing, the earnest money shall, unless Buyer elects to waive such defects or encumbrances, be refunded to the Buyer, less any unpaid costs described in paragraph 24 hereof, and this Agreement shall thereupon be terminated.

19. **Title Transfer.** Title shall be transferred by the bankruptcy trustee's quit claim deed.

20. **Buyer's Funds to Close.** Buyer represents Buyer has sufficient funds to close this sale in accordance with this Agreement, and is not relying on any contingent source of funds or gifts unless expressly set forth elsewhere in this Agreement.

21. **Closing Costs and Pro-Rations.** Buyer and Seller shall each pay one-half of the escrow fee. Seller shall pay excise tax. Taxes for the current year shall be pro-rated. Buyer shall pay for oil in the oil tank.

Buyer Initial: RS Buyer Initial: \_\_\_\_\_  
Date: 3/25/19 Date: \_\_\_\_\_

Seller Initial: DS  
egw  
Date: 5/17/2019

22. **Sale Information.** After approval by the United States Bankruptcy Court, selling agent is authorized to report this Agreement (including price and all terms) to the Northwest Multiple Listing Associations or such other applicable listing association that publishes it to its members, financing institutions, appraisers and anyone else related to the sale. Buyer and Seller authorize all lenders, closing agents, appraisers, title insurance companies and other parties related to the sale, to furnish the listing and/or selling agents, on request, any and all information, and copies of documents concerning the status, progress and final disposition of financing, appraisal, closing, title condition, and any other matter concerning this sale, including buyer's credit report.
23. **Notices.** Unless otherwise specified, any notice required or permitted in, or related to, this Agreement (including any addenda hereto) must be in writing, signed by any one Buyer or Seller (including either husband or wife) and received by selling agent who, for this limited purpose, shall be the agent of both parties. Any time limit in or applicable to a notice shall commence on the date following receipt of the notice by the selling agent, unless that is a Saturday, Sunday or holiday, in which event it will commence on the next following business day. Buyer must keep selling agent advised of their whereabouts to receive prompt notification of receipt of a notice. Selling agent has no responsibility to advise of receipt of a notice beyond either phoning the party or causing a copy of the notice to be delivered to the party's address on this Agreement.
24. **Earnest Money Receipt and Disbursement.** Selling agent acknowledges receipt from Buyer of the earnest money as set forth above in the form indicated to be held in Closing Agent's pooled trust account (with interest paid to the Washington Housing Fund or such other relevant fund in accordance with applicable laws). Agent shall not deposit any check until Buyer and Seller both have completed initial signing of this Agreement. Any unpaid loan or sale costs incurred for the Buyer, including credit report, appraisal fee, and escrow cancellation fee, may be paid from the earnest money prior to its disbursement.
25. **Seller Conditions.** This Agreement is subject to approval by the Bankruptcy Court. The trustee does not always have access to a title report or information with respect to the tax consequences of a sale when a purchase offer is made. Accordingly, the purchase agreement is conditioned on: (1) the trustee obtaining an opinion from an accountant that the proposed sale will not result in adverse tax consequences and (2) if the trustee in his or her sole discretion deems it appropriate, the court authorizing an award to the estate of reasonable fees and expenses pursuant to 11 U.S.C. Section 506(c) if there are liens against the property.

Buyer Initial: PS Buyer Initial: \_\_\_\_\_  
Date: 3/25/19 Date: \_\_\_\_\_

Seller Initial: egw  
Date: 5/17/2019

26. **Subsequent Offers.** All purchase agreements are subject to approval and order of the U. S. Bankruptcy Court, and there cannot be mutual acceptance until final approval by the Bankruptcy Court. The Seller will apply to the Bankruptcy Court for approval of the sale as set forth herein as soon as reasonably practicable. Mutual acceptance occurs upon final approval by the Bankruptcy Court. Further, if the trustee receives a better offer on the property prior to or at the Bankruptcy Court hearing, the trustee may accept such offer contingent upon approval of the Bankruptcy Court and request that the court accept the better offer. This clause is an explanation of the law and removal of this clause from this Agreement will not change the law. The trustee agrees, however, to follow the procedure set forth in the next paragraph allowing for Buyer to attempt to match an opportunity competing offer.
27. **Competing Bids.** If this agreement is the first agreement the Seller has signed regarding the subject property, the Seller, subject to court approval, hereby agrees that the Buyer may match the proposed purchase price of any third party offer. In order to bring this paragraph into effect, Buyer must notify the Seller of its intent to match the third party's offer within 48 hours of receipt from the Seller of written notice of the third party's offer. The Seller's notice shall be in writing and state that the Buyer needs to meet or exceed the third party's price and other terms. Price increases must be in increments of not less than one percent of the offer price or \$5,000 dollars, whichever is greater. If an offer is received within 24 hours of the court hearing date, the court may have the proposed purchasers submit in writing their last, highest, and best offers at or following the hearing to approve the sale.
28. **Agreement to Purchase and Time Limit for Acceptance.** Buyer offers to purchase the property on the above terms and conditions. The initial signing is not effective until a signed copy hereof is actually received by the office of the selling agent. If this offer is not so signed, it shall lapse and selling agent shall refund the earnest money to Buyer.
29. **Counteroffers.** If a party makes a counteroffer the other party shall have until 9:00 p.m. on the second day following receipt of the counteroffer to sign it. Signing is only effective by delivering the signed counteroffer to the office of the selling broker.
30. **Commission.** A real estate commission will be paid at closing in accordance with the listing agreement and pursuant to an order of the Bankruptcy Court.
31. **Resale Certificate.** If the subject real property is a condominium, Buyer shall purchase a Resale Certificate within ten (10) days after written lien holder approval. Buyer shall be conclusively deemed to have approved said Resale Certificate unless within fifteen (15) days following lienholder approval, Buyer gives notice of disapproval of the Resale Certificate. If Buyer disapproves said Resale Certificate this Agreement shall terminate and the earnest money shall be refunded to Buyer.

Buyer Initial: P.S. Buyer Initial: \_\_\_\_\_  
Date: 3/25/19 Date: \_\_\_\_\_

Seller Initial: egw  
Date: 5/17/2019



32. **Disclosure Statement.** The Seller is a bankruptcy trustee and therefore exempt from providing a real property transfer disclosure statement and therefore no such statement will be provided.
33. **Earnest Money Deposit.** Selling Broker will deposit any check to be held by Selling Broker as earnest money within three (3) days after receipt or initial signing, whichever occurs later. If the earnest money is held by Selling Broker and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Selling Broker's name provided that Buyer completes an IRS Form W-9. Interest, if any, after deduction of bank charges and fees will be paid to Buyer. Buyer agrees to reimburse Selling Broker for bank charges and fees in excess of the interest earned, if any. If the Buyer does not complete an IRS Form W-9 before Selling Broker must deposit the earnest money or if the earnest money is \$10,000.00 or less, the earnest money shall be deposited into the Housing Trust Fund Account. Selling Broker may transfer the earnest money to Closing Agent. Buyer agrees to pay financing and purchase costs incurred by buyer. If all or part of the earnest money is to be refunded to Buyer and any such costs remain unpaid, the Selling Broker or Closing Agent may deduct and pay them therefrom.
34. **Lead Paint.** Many used homes, especially those constructed before 1978, contain lead paint. Lead paint is poisonous, especially for children. The Seller has no knowledge with respect to the presence or absence of lead paint in the subject property. The Buyer shall undertake such investigation as he or she deems prudent in the circumstances. The Buyer shall conduct an initial inspection for the presence of lead paint within the fifteen day time frame set forth in paragraph 8 herein. However, provided that the Buyer obtains specimens for analysis within the original inspection period and delivers them to a laboratory, upon written notice to the Seller within the original fifteen (15) day period, the Buyer may have an additional ten (10) days to obtain the results of a laboratory analysis for the presence of lead. If the Buyer does not obtain such laboratory samples, deliver them to a laboratory and provide the Seller with notice within fifteen (15) days of initial signing, this contingency will be deemed to be waived on the close of business fifteen days from Initial signing. Unless the Buyer notifies the Seller within such additional ten (10) day period that the property is not acceptable due to the presence of an unsafe levels of lead paint, then this contingency will be deemed waived.
35. **Agency Disclosure and Receipt of Agency Pamphlet.** Seller acknowledges receipt of the pamphlet entitled The Law of Real Estate Agency. The Northwest Multiple Listing Association requires all Real Estate licensees (agents) to disclose to the Buyer and Seller in a real estate transaction whether the licensee represents the Seller, the Buyer, both the Seller and the Buyer, or neither. The listing licensee represents the Seller. The selling licensee represents:

☐ Seller    ☐ Buyer    ☒ Neither    ☐ Both.

Selling Licensee Initial: NA    Buyer Initial: P.S.    Buyer Initial: \_\_\_\_\_

Date: \_\_\_\_\_    Date: 3/25/19    Date: \_\_\_\_\_

Buyer Initial: P.S.    Buyer Initial: \_\_\_\_\_

Date: 3/25/19    Date: \_\_\_\_\_

Seller Initial: egw  
Date: 5/17/2019

36. **Addenda.** The following addenda are attached hereto and made a part of this Agreement:

[ ] NONE [X] Forms 22T, 22AA

37. **Facsimile and E-mail Transmission.** Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either party, or the Closing Agent, the parties will confirm facsimile transmitted signatures by signing an original document. E-mail transmission of any signed original document, and retransmission of any such e-mail, shall be the same as delivery of an original, provided that the e-mail is sent to both Selling Broker and Selling Firm or both Listing Broker and Listing Firm at the e-mail addresses Listed below. At the request of either party, or the Closing Agent, the parties will confirm e-mail transmitted signatures by signing an original document.

Selling Broker Email Address

pete.shannon@ebis.biz

Listing Broker Email Address

offers@ssapprovals.com

Selling Firm Document Email Address

pete.shannon@ebis.biz

Listing Firm Document Email Address

eastsidebrokers@metroeastside.com

38. **Integration and Electronic Signatures.** This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall be effective unless agreed in writing and signed by Buyer and Seller. The parties acknowledge that a signature in electronic form has the same legal effect and validity as a handwritten signature.

DocuSigned by:  
SELLER SIGNATURE: Edmund J. Wood DATE: 5/17/2019  
E7AB9B16DF234DF...  
SELLER: Edmund J. Wood, Ch 7 Bankruptcy Trustee For Ben H. McIndoe 15-17388

BUYER SIGNATURE: Pete Shannon DATE: 3/25/19

BUYER PRINT: Peter M. Shannon, Trustee

BUYER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

BUYER PRINT: \_\_\_\_\_

Buyer Initial: PS. Buyer Initial: \_\_\_\_\_  
Date: 3/25/19 Date: \_\_\_\_\_

DS  
Seller Initial: egw  
Date: 5/17/2019

# ADDENDUM / AMENDMENT TO PURCHASE AND SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated 3/25/2019 1  
between The Peter McCune Shannon "In Tatters We Trust" Living Trust ("Buyer") 2  
and Edmund J. Wood, Ch 7 Bankruptcy Trustee For Ben H. McIndoe 15-17388 ("Seller") 3  
concerning 6928 38th Avenue SW Seattle, WA 98126 (the "Property"). 4

IT IS AGREED BETWEEN THE SELLER AND BUYER AS FOLLOWS:

1. No Representations or Warranties. The Seller is a bankruptcy trustee and therefore he/she has  
no personal knowledge regarding the property. There are no representations or warranties  
regarding the property or its condition. All sales are "as is, where is" and without any  
representations or warranties of any kind express or implied.

2. Buyer acknowledges that cost for items such as septic inspection and pumping, well certification, HOA  
liens, utility liens and appraisal required repairs may not be agreed to by lienholder. Buyer agrees to pay for  
all costs not agreed to by lienholder in order to close. These items are subject to buyer review, buyer may  
terminate this agreement if items are deemed too costly and earnest money shall be refunded to the buyer.

~~3. Buyer agrees to pay up to 5.5% of purchase price or as outlined below (check one below) whichever is  
greater, at closing as a buyers premium to the estate. This fee must be paid in full at closing and cannot be  
included in the loan amount. Fee will appear on HUD as Buyer Bankruptcy Fee. Buyer represents that these  
funds are available and agrees to provide proof of funds with offer when submitted.~~

Base offer Price \$0-215,000 ☐ \$15,000 BK Fee

Base offer Price \$215,001-\$364,000 ☒ \$20,000 BK Fee

Base offer Price \$364,001 and up ☒ <sup>P.S.</sup> 5.5% BK Fee

Paragraph 3 no longer  
applies as sale is no longer  
a short sale.

<sup>DS</sup>  
egw

5/17/2019

4. Buyer is unrepresented by a selling firm/broker. Listing office to  
credit 2.5% of sale price to buyer at closing, subject to court  
and lienholder approval. P.S.

<sup>DS</sup>  
egw 5/17/2019

ALL OTHER TERMS AND CONDITIONS of said Agreement remain unchanged.

Initials: BUYER: P.S. Date: 3/25/19 SELLER: <sup>DS</sup> egw Date: 5/17/2019  
BUYER: \_\_\_\_\_ Date: \_\_\_\_\_ SELLER: \_\_\_\_\_ Date: \_\_\_\_\_



Form 22SS  
Short Sale Addendum  
Rev. 5/14  
Page 1 of 1

# SHORT SALE ADDENDUM TO PURCHASE & SALE AGREEMENT

©Copyright 2014  
Northwest Multiple Listing Service  
ALL RIGHTS RESERVED

The following is part of the Purchase and Sale Agreement dated 3/25/2019 1  
between The Peter McLane Shannon "Intellers We Trust" Living Trust ("Buyer") 2  
and Edmund J. Wood, Ch 7 Bankruptcy Trustee For Ben H. McIndoe 15-17388 ("Seller") 3  
concerning 6928 38th Avenue SW Seattle, WA 98126 (the "Property") 4

1. **SHORT SALE.** A "Short Sale" is a transaction that depends on Seller's creditor(s)' agreement to accept less than the amount secured by the Property in order to satisfy Seller's obligations at Closing. Buyer and Seller acknowledge that the purchase price is insufficient to cover Seller's obligations at Closing and that this Agreement constitutes a Short Sale. 5
2. **SHORT SALE CONTINGENCY.** This Agreement is contingent upon Seller obtaining written consent from Seller's creditor(s) for the Short Sale and Seller's acceptance of any conditions imposed by Seller's creditor(s) ("Lender Consent"). Seller shall have \_\_\_\_\_ days (60 days, if not filled in) after mutual acceptance to obtain Lender Consent. If Seller timely gives notice of Lender Consent to Buyer ("Notice of Lender Consent"), then this contingency shall be deemed satisfied. If Seller fails to timely give Notice of Lender Consent to Buyer, then this Agreement shall terminate and the Earnest Money, if deposited, shall be refunded to Buyer. If Seller becomes aware that Seller's creditor(s) did not consent to the Agreement or if Seller decides not to accept the conditions imposed by Seller's creditor(s), Seller shall give notice to Buyer of that fact within 2 days and upon Seller's notice, this Agreement shall terminate and the Earnest Money, if deposited, shall be refunded to Buyer. Buyer and Seller acknowledge that Seller has limited control over whether Seller's creditor(s) will consent to the sale and when such consent is given. 9
3. **OFFERS FROM OTHER BUYERS.** Seller may accept offers from other buyers to purchase the Property to submit to Seller's creditor(s). The parties are advised that some creditors may require that Seller submit multiple offers in order to satisfy Seller's obligations to its creditors. Buyer acknowledges that this Agreement does not have any priority over agreements with or offers from other buyers. Seller has limited control over which agreement Seller's creditor(s) may approve, and Seller may continue to market the Property. At the time of the offer, Buyer is advised to inquire about other offers that Seller may have already accepted. 25  
If, after mutual acceptance, Seller submits an offer from another buyer to Seller's creditor(s), Seller must give notice to Buyer of that fact within 2 days of each such offer ("Notice of Additional Offer"). Buyer may terminate this Agreement within 3 days of receiving any Notice of Additional Offer, in which case, the Earnest Money, if deposited, shall be refunded to Buyer. 29
4. **TERMINATION BY BUYER.** Buyer ☐ may; ☐ may not (may, if not filled in) terminate this Agreement at any time prior to Notice of Lender Consent. Buyer maintains the right to terminate the Agreement under any other condition or contingency in the Agreement prior to Notice of Lender Consent. If Buyer terminates this Agreement under this Section, the Earnest Money, if deposited, shall be refunded to Buyer. 33
5. **COMPUTATION OF TIME.** For the purposes of computing time only (except for paragraph 2 above and the specific items checked below), all timelines in this Agreement shall begin on the date of Notice of Lender Consent. The timelines for the following items, if checked, shall instead begin on mutual acceptance: 36
 

<input type="checkbox"/> Deposit of Earnest Money	<input type="checkbox"/> Inspection Addendum (Form 35)
<input type="checkbox"/> Financing Addendum (Form 22A)	<input type="checkbox"/> Title Contingency Addendum (Form 22T)
<input type="checkbox"/> Buyer's Sale of Property Contingency Add. (Form 22B)	<input type="checkbox"/> Septic Addendum (Form 22S)
<input type="checkbox"/> Homeowner's Assoc. Review Period (Form 22D)	<input type="checkbox"/> Neighborhood Review (Form 35 or 35N)
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____
6. **CLOSING.** The Closing Date shall be \_\_\_\_\_ days (30 days, if not filled in) after Notice of Lender Consent, which date shall supersede the Closing Date otherwise provided for in this Agreement. 43
7. **IMPLICATIONS OF A SHORT SALE.** The parties acknowledge that this Addendum does not fully explain all of the implications of a Short Sale. The parties are advised to seek the advice of third party professionals regarding this Agreement and the consequences of this Addendum. Seller acknowledges receipt of the Short Sale Seller Advisory pamphlet prepared by Washington Departments of Licensing and Financial Institutions. 47
8. **NOTICES.** NWMLS Form 90SS (Notice Pursuant to Short Sale Addendum) shall be used for any notice required by this Addendum. 49

DS  
egw

P.S. 3/25/19  
Buyer's Initials Date

Buyer's Initials

Date

Seller's Initials

Date

Seller's Initials

Date

5/17/2019



Form 22K  
Identification of Utilities Addendum  
Rev. 5/14  
Page 1 of 1

©Copyright 2014  
Northwest Multiple Listing Service  
ALL RIGHTS RESERVED

**IDENTIFICATION OF UTILITIES  
ADDENDUM TO PURCHASE AND SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated 3/25/19 1  
between The Peter McLane Shannon "In Tatters We Trust" Living Trust ("Buyer") 2  
and Edmund J. Wood, Ch 7 Bankruptcy Trustee For Ben H. McIndoe 15-17388 ("Seller") 3  
concerning 6928 38th Avenue SW Seattle, WA 98126 (the "Property"). 4

Pursuant to RCW 60.80, Buyer and Seller request the Closing Agent to administer the disbursement of closing funds 5  
necessary to satisfy unpaid utility charges, if any, affecting the Property. The names and addresses of all utilities 6  
providing service to the Property and having lien rights are as follows: 7

WATER DISTRICT:	Seattle Public Utilities	8
	Name 700 5th Avenue, Suite 4900	9
	Address Seattle WA 98124-4018	10
	City, State, Zip Seattle Public Utilities Fax. No.	11
SEWER DISTRICT:	Name 700 5th Avenue, Suite 4900	12
	Address Seattle WA 98124-4018	13
	City, State, Zip Fax. No.	14
IRRIGATION DISTRICT:	Name	15
	Address	16
	City, State, Zip Fax. No.	17
GARBAGE:	Name	18
	Address	19
	City, State, Zip Seattle Public Utilities Fax. No.	20
ELECTRICITY:	Name 700 5th Avenue, Suite 3300	21
	Address Seattle WA 98124-4018	22
	City, State, Zip Seattle Public Utilities Fax. No.	23
GAS:	Name 700 5th Ave., Suite 3300	24
	Address Seattle WA 98124-4018	25
	City, State, Zip Fax. No.	26
SPECIAL DISTRICT(S):	Name	27
(local improvement districts or	Address	28
utility local improvement districts)	City, State, Zip Fax. No.	29

If the above information has not been filled in at the time of mutual acceptance of this Agreement, then (1) 29  
within \_\_\_\_\_ days (5 if not filled in) of mutual acceptance of this Agreement, Seller shall provide the Listing 30  
Broker or Selling Broker with the names and addresses of all utility providers having lien rights affecting the Property 31  
and (2) Buyer and Seller authorize Listing Broker or Selling Broker to insert into this Addendum the names and 32  
addresses of the utility providers identified by Seller. 33

Nothing in this Addendum shall be construed to diminish or alter the Seller's obligation to pay all utility charges 34  
(including unbilled charges). Buyer understands that the Listing Broker and Selling Broker are not responsible for, or 35  
to insure payment of, Seller's utility charges. 36

P.S. 3/25/19  
Buyer's Initials Date

Buyer's Initials Date

DS  
egw 5/17/2019  
Seller's Initials Date

Seller's Initials Date

**FIRST AMERICAN TITLE INSURANCE COMPANY**  
**Exhibit "A"**

Vested Owner: EDMUND J. WOOD TRUSTEE, SUBJECT TO PROCEEDINGS PENDING IN THE BANKRUPTCY COURT OF WESTERN DISTRICT OF THE U.S. DISTRICT COURT, WASHINGTON, ENTITLED: IN RE: BEN HOLMAN MCINDOE AND CHARITI D. MCINDOE, AS HER SOLE AND SEPARATE PROPERTY

Real property in the County of King, State of Washington, described as follows:

LOT 7, BLOCK 3, FAUNTLEROY CREST ADDITION TO THE CITY OF SEATTLE, ACCORDING TO THE PLAT HEREOF RECORDED IN VOLUME 19 OF PLATS, PAGE 91, IN KING COUNTY, WASHINGTON.

Tax Parcel Number: 248920014508

Situs Address: 6928 38th Ave SW, Seattle, WA 98126

DS  
egw

5/17/2019

P.S. 3/25/19

First American Title

Form 17  
Seller Disclosure Statement  
Rev. 7/15  
Page 1 of 6

# SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY

©Copyright 2015  
Northwest Multiple Listing Service  
ALL RIGHTS RESERVED

**SELLER:** Edmund J. Wood, Ch 7 Bankruptcy Trustee For Ben H. McIndoe 15-17388

To be used in transfers of improved residential real property, including residential dwellings up to four units, new construction, condominiums not subject to a public offering statement, certain timeshares, and manufactured and mobile homes. See RCW Chapter 64.06 for further information.

## INSTRUCTIONS TO THE SELLER

Please complete the following form. Do not leave any spaces blank. If the question clearly does not apply to the property check "NA." If the answer is "yes" to any asterisked (\*) item(s), please explain on attached sheets. Please refer to the line number(s) of the question(s) when you provide your explanation(s). For your protection you must date and initial each page of this disclosure statement and each attachment. Delivery of the disclosure statement must occur not later than five (5) business days, unless otherwise agreed, after mutual acceptance of a written purchase and sale agreement between Buyer and Seller.

## NOTICE TO THE BUYER

THE FOLLOWING DISCLOSURES ARE MADE BY THE SELLER ABOUT THE CONDITION OF THE PROPERTY LOCATED AT 6928 38th Avenue SW, CITY Seattle

STATE WA, ZIP 98126, COUNTY King ("THE PROPERTY") OR AS LEGALLY DESCRIBED ON THE ATTACHED EXHIBIT A.

SELLER MAKES THE FOLLOWING DISCLOSURES OF EXISTING MATERIAL FACTS OR MATERIAL DEFECTS TO BUYER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE STATEMENT. UNLESS YOU AND SELLER OTHERWISE AGREE IN WRITING, YOU HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO YOU TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. IF THE SELLER DOES NOT GIVE YOU A COMPLETED DISCLOSURE STATEMENT, THEN YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A PURCHASE AND SALE AGREEMENT.

THE FOLLOWING ARE DISCLOSURES MADE BY SELLER AND ARE NOT THE REPRESENTATIONS OF ANY REAL ESTATE LICENSEE OR OTHER PARTY. THIS INFORMATION IS FOR DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY WRITTEN AGREEMENT BETWEEN BUYER AND SELLER.

FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY YOU ARE ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF QUALIFIED EXPERTS TO INSPECT THE PROPERTY, WHICH MAY INCLUDE, WITHOUT LIMITATION, ARCHITECTS, ENGINEERS, LAND SURVEYORS, PLUMBERS, ELECTRICIANS, ROOFERS, BUILDING INSPECTORS, ON-SITE WASTEWATER TREATMENT INSPECTORS, OR STRUCTURAL PEST INSPECTORS. THE PROSPECTIVE BUYER AND SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE OR INSPECTIONS OF THE PROPERTY OR TO PROVIDE APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN THEM WITH RESPECT TO ANY ADVICE, INSPECTION, DEFECTS OR WARRANTIES.

SELLER ☐ IS/ ☐ IS NOT OCCUPYING THE PROPERTY.

## I. SELLER'S DISCLOSURES:

\*If you answer "Yes" to a question with an asterisk (\*), please explain your answer and attach documents, if available and not otherwise publicly recorded. If necessary, use an attached sheet.

### 1. TITLE

- |                                                                                                                          | YES                      | NO                       | DON'T KNOW               | N/A                      |
|--------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| A. Do you have legal authority to sell the property? If no, please explain. ....                                         | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *B. Is title to the property subject to any of the following?                                                            |                          |                          |                          |                          |
| (1) First right of refusal .....                                                                                         | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (2) Option .....                                                                                                         | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (3) Lease or rental agreement .....                                                                                      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| (4) Life estate? .....                                                                                                   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *C. Are there any encroachments, boundary agreements, or boundary disputes? .....                                        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *D. Is there a private road or easement agreement for access to the property? .....                                      | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *E. Are there any rights-of-way, easements, or access limitations that may affect the Buyer's use of the property? ..... | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *F. Are there any written agreements for joint maintenance of an easement or right-of-way? .....                         | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *G. Is there any study, survey project, or notice that would adversely affect the property? .....                        | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| *H. Are there any pending or existing assessments against the property? .....                                            | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

SELLER'S INITIALS

Date

SELLER'S INITIALS

Date

Form 17  
Seller Disclosure Statement  
Rev. 7/15  
Page 2 of 6

# **SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY**

(Continued)

©Copyright 2015  
Northwest Multiple Listing Service  
ALL RIGHTS RESERVED

	YES	NO	DON'T KNOW	N/A	
*I. Are there any zoning violations, nonconforming uses, or any unusual restrictions on the property that would affect future construction or remodeling? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	52 53 54 55
*J. Is there a boundary survey for the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	56
*K. Are there any covenants, conditions, or restrictions recorded against the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	57
<b>PLEASE NOTE:</b> Covenants, conditions, and restrictions which purport to forbid or restrict the conveyance, encumbrance, occupancy, or lease of real property to individuals based on race, creed, color, sex, national origin, familial status, or disability are void, unenforceable, and illegal. RCW 49.60.224.					58 59 60 61
<b>2. WATER</b>					62
A. Household Water					63
(1) The source of water for the property is: <input type="checkbox"/> Private or publicly owned water system					64
<input type="checkbox"/> Private well serving only the subject property * <input type="checkbox"/> Other water system					65
*If shared, are there any written agreements? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	66
* (2) Is there an easement (recorded or unrecorded) for access to and/or maintenance of the water source? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	67 68
* (3) Are there any problems or repairs needed? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	69
(4) During your ownership, has the source provided an adequate year-round supply of potable water? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	70
If no, please explain: .....					71
* (5) Are there any water treatment systems for the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	72
If yes, are they: <input type="checkbox"/> Leased <input type="checkbox"/> Owned					73
* (6) Are there any water rights for the property associated with its domestic water supply, such as a water right permit, certificate, or claim? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	74 75
(a) If yes, has the water right permit, certificate, or claim been assigned, transferred, or changed? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	76
* (b) If yes, has all or any portion of the water right not been used for five or more successive years? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	77
* (7) Are there any defects in the operation of the water system (e.g. pipes, tank, pump, etc.)? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	78
B. Irrigation Water					79
(1) Are there any irrigation water rights for the property, such as a water right permit, certificate, or claim? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	80 81
* (a) If yes, has all or any portion of the water right not been used for five or more successive years? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	82 83
* (b) If so, is the certificate available? (If yes, please attach a copy.) .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	84
* (c) If so, has the water right permit, certificate, or claim been assigned, transferred, or changed? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	85
* (2) Does the property receive irrigation water from a ditch company, irrigation district, or other entity? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	86
If so, please identify the entity that supplies water to the property: .....					87 88
C. Outdoor Sprinkler System					89
(1) Is there an outdoor sprinkler system for the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	90
* (2) If yes, are there any defects in the system? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	91
* (3) If yes, is the sprinkler system connected to irrigation water? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	92
<b>3. SEWER/ON-SITE SEWAGE SYSTEM</b>					93
A. The property is served by:					94
<input type="checkbox"/> Public sewer system <input type="checkbox"/> On-site sewage system (including pipes, tanks, drainfields, and all other component parts)					95
<input type="checkbox"/> Other disposal system					96
Please describe: .....					97

SELLER'S INITIALS

Date

SELLER'S INITIALS

Date



Form 17  
Seller Disclosure Statement  
Rev. 7/15  
Page 3 of 6

**SELLER DISCLOSURE STATEMENT  
IMPROVED PROPERTY**

(Continued)

©Copyright 2015  
Northwest Multiple Listing Service  
ALL RIGHTS RESERVED

	YES	NO	DON'T KNOW	N/A	98
B. If public sewer system service is available to the property, is the house connected to the sewer main? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	99
If no, please explain: .....					100
					101
*C. Is the property subject to any sewage system fees or charges in addition to those covered in your regularly billed sewer or on-site sewage system maintenance service? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	102
					103
D. If the property is connected to an on-site sewage system:					104
*(1) Was a permit issued for its construction, and was it approved by the local health department or district following its construction? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	105
(2) When was it last pumped? .....					106
*(3) Are there any defects in the operation of the on-site sewage system? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	107
(4) When was it last inspected? .....					108
By whom: .....					109
(5) For how many bedrooms was the on-site sewage system approved? _____ bedrooms					110
E. Are all plumbing fixtures, including laundry drain, connected to the sewer/on-site sewage system? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	111
If no, please explain: .....					112
					113
*F. Have there been any changes or repairs to the on-site sewage system? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	114
G. Is the on-site sewage system, including the drainfield, located entirely within the boundaries of the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	115
If no, please explain: .....					116
					117
*H. Does the on-site sewage system require monitoring and maintenance services more frequently than once a year? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	118
					119
NOTICE: IF THIS RESIDENTIAL REAL PROPERTY DISCLOSURE IS BEING COMPLETED FOR NEW CONSTRUCTION WHICH HAS NEVER BEEN OCCUPIED, SELLER IS NOT REQUIRED TO COMPLETE THE QUESTIONS LISTED IN ITEM 4 (STRUCTURAL) OR ITEM 5 (SYSTEMS AND FIXTURES).					120
					121
					122
4. STRUCTURAL					123
					124
*A. Has the roof leaked within the last 5 years? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	125
*B. Has the basement flooded or leaked? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	126
*C. Have there been any conversions, additions or remodeling? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	127
*(1) If yes, were all building permits obtained? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	128
*(2) If yes, were all final inspections obtained? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	129
D. Do you know the age of the house? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	130
If yes, year of original construction: .....					131
*E. Has there been any settling, slippage, or sliding of the property or its improvements? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	132
*F. Are there any defects with the following: (If yes, please check applicable items and explain) .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	133
<input type="checkbox"/> Foundations <input type="checkbox"/> Decks <input type="checkbox"/> Exterior Walls					134
<input type="checkbox"/> Chimneys <input type="checkbox"/> Interior Walls <input type="checkbox"/> Fire Alarms					135
<input type="checkbox"/> Doors <input type="checkbox"/> Windows <input type="checkbox"/> Patio					136
<input type="checkbox"/> Ceilings <input type="checkbox"/> Slab Floors <input type="checkbox"/> Driveways					137
<input type="checkbox"/> Pools <input type="checkbox"/> Hot Tub <input type="checkbox"/> Sauna					138
<input type="checkbox"/> Sidewalks <input type="checkbox"/> Outbuildings <input type="checkbox"/> Fireplaces					139
<input type="checkbox"/> Garage Floors <input type="checkbox"/> Walkways <input type="checkbox"/> Siding					140
<input type="checkbox"/> Wood Stoves <input type="checkbox"/> Elevators <input type="checkbox"/> Incline Elevators					141
<input type="checkbox"/> Stairway Chair Lifts <input type="checkbox"/> Wheelchair Lifts <input type="checkbox"/> Other					142
*G. Was a structural pest or "whole house" inspection done? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	143
If yes, when and by whom was the inspection completed? .....					144
					145
H. During your ownership, has the property had any wood destroying organism or pest infestation? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	146
I. Is the attic insulated? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	147
J. Is the basement insulated? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

SELLER'S INITIALS

Date

SELLER'S INITIALS

Date

Form 17  
Seller Disclosure Statement  
Rev. 7/15  
Page 4 of 6

# **SELLER DISCLOSURE STATEMENT IMPROVED PROPERTY**

(Continued)

©Copyright 2015  
Northwest Multiple Listing Service  
ALL RIGHTS RESERVED

## **5. SYSTEMS AND FIXTURES**

\*A. If any of the following systems or fixtures are included with the transfer, are there any defects?

If yes, please explain: \_\_\_\_\_

	YES	NO	DON'T KNOW	N/A	
Electrical system, including wiring, switches, outlets, and service .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	148
Plumbing system, including pipes, faucets, fixtures, and toilets .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	149
Hot water tank .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	150
Garbage disposal .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	151
Appliances .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	152
Sump pump .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	153
Heating and cooling systems .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	154
Security system; <input type="checkbox"/> Owned <input type="checkbox"/> Leased .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	155
Other .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	156

\*B. If any of the following fixtures or property is included with the transfer, are they leased?  
(If yes, please attach copy of lease.)

	YES	NO	DON'T KNOW	N/A	
Security System: .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	157
Tanks (type): .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	158
Satellite dish: .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	159
Other: .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	160

\*C. Are any of the following kinds of wood burning appliances present at the property?

(1) Woodstove? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	161
(2) Fireplace insert? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	162
(3) Pellet stove? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	163
(4) Fireplace? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	164

If yes, are all of the (1) woodstoves or (2) fireplace inserts certified by the U.S. Environmental Protection Agency as clean burning appliances to improve air quality and public health? .....

D. Is the property located within a city, county, or district or within a department of natural resources fire protection zone that provides fire protection services? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	165
E. Is the property equipped with carbon monoxide alarms? (Note: Pursuant to RCW 19.27.530, Seller must equip the residence with carbon monoxide alarms as required by the state building code.) .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	166
F. Is the property equipped with smoke alarms? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	167

## **6. HOMEOWNERS' ASSOCIATION/COMMON INTERESTS**

A. Is there a Homeowners' Association? .....

Name of Association and contact information for an officer, director, employee, or other authorized agent, if any, who may provide the association's financial statements, minutes, bylaws, fining policy, and other information that is not publicly available: .....

B. Are there regular periodic assessments? .....

\$ \_\_\_\_\_ per ☐ month ☐ year

☐ Other: .....

\*C. Are there any pending special assessments? .....

\*D. Are there any shared "common areas" or any joint maintenance agreements (facilities such as walls, fences, landscaping, pools, tennis courts, walkways, or other areas co-owned in undivided interest with others)? .....

## **7. ENVIRONMENTAL**

\*A. Have there been any flooding, standing water, or drainage problems on the property that affect the property or access to the property? .....

\*B. Does any part of the property contain fill dirt, waste, or other fill material? .....

\*C. Is there any material damage to the property from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides? .....

D. Are there any shorelines, wetlands, floodplains, or critical areas on the property? .....

\*E. Are there any substances, materials, or products in or on the property that may be environmental concerns, such as asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, or contaminated soil or water? .....

\*F. Has the property been used for commercial or industrial purposes? .....

SELLER'S INITIALS

Date

SELLER'S INITIALS

Date

Form 17  
Seller Disclosure Statement  
Rev. 7/15  
Page 5 of 6

**SELLER DISCLOSURE STATEMENT  
IMPROVED PROPERTY**

(Continued)

©Copyright 2015  
Northwest Multiple Listing Service  
ALL RIGHTS RESERVED

	YES	NO	DON'T KNOW	N/A	
*G. Is there any soil or groundwater contamination? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	202
					203
*H. Are there transmission poles or other electrical utility equipment installed, maintained, or buried on the property that do not provide utility service to the structures on the property? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	204
					205
*I. Has the property been used as a legal or illegal dumping site? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	206
					207
*J. Has the property been used as an illegal drug manufacturing site? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	208
					209
*K. Are there any radio towers in the area that cause interference with cellular telephone reception? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	210
<b>8. LEAD BASED PAINT</b> (Applicable if the house was built before 1978).					211
A. Presence of lead-based paint and/or lead-based paint hazards (check one below):					212
<input type="checkbox"/> Known lead-based paint and/or lead-based paint hazards are present in the housing (explain). _____					213
<input type="checkbox"/> Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.					214
B. Records and reports available to the Seller (check one below):					215
<input type="checkbox"/> Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below). _____					216
					217
					218
<input type="checkbox"/> Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.					219
<b>9. MANUFACTURED AND MOBILE HOMES</b>					220
If the property includes a manufactured or mobile home.					221
*A. Did you make any alterations to the home? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	222
If yes, please describe the alterations: _____					223
*B. Did any previous owner make any alterations to the home? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	224
*C. If alterations were made, were permits or variances for these alterations obtained? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	225
<b>10. FULL DISCLOSURE BY SELLERS</b>					226
A. Other conditions or defects:					227
*Are there any other existing material defects affecting the property that a prospective buyer should know about? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	228
					229
B. Verification					230
The foregoing answers and attached explanations (if any) are complete and correct to the best of Seller's knowledge and Seller has received a copy hereof. Seller agrees to defend, indemnify and hold real estate licensees harmless from and against any and all claims that the above information is inaccurate. Seller authorizes real estate licensees, if any, to deliver a copy of this disclosure statement to other real estate licensees and all prospective buyers of the property.					231
					232
					233
					234
					235
Seller _____ Date _____ Seller _____ Date _____					236
If the answer is "Yes" to any asterisked (*) items, please explain below (use additional sheets if necessary). Please refer to the line number(s) of the question(s).					237
					238
					239
					240
					241
					242
					243
					244
					245
					246
					247
					248
					249
					250
					251

Form 17  
Seller Disclosure Statement  
Rev. 7/15  
Page 6 of 6

**SELLER DISCLOSURE STATEMENT  
IMPROVED PROPERTY**

(Continued)

©Copyright 2015  
Northwest Multiple Listing Service  
ALL RIGHTS RESERVED

**II. NOTICES TO THE BUYER**

**1. SEX OFFENDER REGISTRATION**

INFORMATION REGARDING REGISTERED SEX OFFENDERS MAY BE OBTAINED FROM LOCAL LAW ENFORCEMENT AGENCIES. THIS NOTICE IS INTENDED ONLY TO INFORM YOU OF WHERE TO OBTAIN THIS INFORMATION AND IS NOT AN INDICATION OF THE PRESENCE OF REGISTERED SEX OFFENDERS.

**2. PROXIMITY TO FARMING**

THIS NOTICE IS TO INFORM YOU THAT THE REAL PROPERTY YOU ARE CONSIDERING FOR PURCHASE MAY LIE IN CLOSE PROXIMITY TO A FARM. THE OPERATION OF A FARM INVOLVES USUAL AND CUSTOMARY AGRICULTURAL PRACTICES, WHICH ARE PROTECTED UNDER RCW 7.48.305, THE WASHINGTON RIGHT TO FARM ACT.

**III. BUYER'S ACKNOWLEDGEMENT**

**1. BUYER HEREBY ACKNOWLEDGES THAT:**

- A. Buyer has a duty to pay diligent attention to any material defects that are known to Buyer or can be known to Buyer by utilizing diligent attention and observation.
- B. The disclosures set forth in this statement and in any amendments to this statement are made only by the Seller and not by any real estate licensee or other party.
- C. Buyer acknowledges that, pursuant to RCW 64.06.050(2), real estate licensees are not liable for inaccurate information provided by Seller, except to the extent that real estate licensees know of such inaccurate information.
- D. This information is for disclosure only and is not intended to be a part of the written agreement between the Buyer and Seller.
- E. Buyer (which term includes all persons signing the "Buyer's acceptance" portion of this disclosure statement below) has received a copy of this Disclosure Statement (including attachments, if any) bearing Seller's signature(s).
- F. If the house was built prior to 1978, Buyer acknowledges receipt of the pamphlet *Protect Your Family From Lead in Your Home*.

DISCLOSURES CONTAINED IN THIS DISCLOSURE STATEMENT ARE PROVIDED BY SELLER BASED ON SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME SELLER COMPLETES THIS DISCLOSURE. UNLESS BUYER AND SELLER OTHERWISE AGREE IN WRITING, BUYER SHALL HAVE THREE (3) BUSINESS DAYS FROM THE DAY SELLER OR SELLER'S AGENT DELIVERS THIS DISCLOSURE STATEMENT TO RESCIND THE AGREEMENT BY DELIVERING A SEPARATELY SIGNED WRITTEN STATEMENT OF RESCISSION TO SELLER OR SELLER'S AGENT. YOU MAY WAIVE THE RIGHT TO RESCIND PRIOR TO OR AFTER THE TIME YOU ENTER INTO A SALE AGREEMENT.

BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS DISCLOSURE STATEMENT AND ACKNOWLEDGES THAT THE DISCLOSURES MADE HEREIN ARE THOSE OF THE SELLER ONLY, AND NOT OF ANY REAL ESTATE LICENSEE OR OTHER PARTY.

\_\_\_\_\_  
Buyer Date

**2. BUYER'S WAIVER OF RIGHT TO REVOKE OFFER**

Buyer has read and reviewed the Seller's responses to this Seller Disclosure Statement. Buyer approves this statement and waives Buyer's right to revoke Buyer's offer based on this disclosure.

\_\_\_\_\_  
Buyer Date

**3. BUYER'S WAIVER OF RIGHT TO RECEIVE COMPLETED SELLER DISCLOSURE STATEMENT**

Buyer has been advised of Buyer's right to receive a completed Seller Disclosure Statement. Buyer waives that right. However, if the answer to any of the questions in the section entitled "Environmental" would be "yes," Buyer may not waive the receipt of the "Environmental" section of the Seller Disclosure Statement.

\_\_\_\_\_  
Buyer Date

☐ Seller is a Bankruptcy Trustee and Exempt from providing these Disclosures

*Pete Sham*  
\_\_\_\_\_  
2/6/2019  
SELLER'S INITIALS Date

\_\_\_\_\_  
SELLER'S INITIALS Date



Form 22T  
Title Contingency Addendum  
Rev. 7/15  
Page 1 of 1

©Copyright 2015  
Northwest Multiple Listing Service  
ALL RIGHTS RESERVED

# TITLE CONTINGENCY ADDENDUM TO PURCHASE & SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated 3/25/2019 1  
between The Peter McGuire Shannon "InTatters We Trust" Living Trust ("Buyer") 2  
and Edmund J. Wood, Ch 7 Bankruptcy Trustee For Ben H. McIndoe ("Seller") 3  
concerning 6928 38<sup>th</sup> Ave SW Seattle WA 98126 (the "Property"). 4

1. **Title Contingency.** This Agreement is subject to Buyer's review of a preliminary commitment for title insurance, 5  
together with any easements, covenants, conditions and restrictions of record. Buyer shall have \_\_\_\_\_ 6  
days (5 days if not filled in) from ☒ the date of Buyer's receipt of the preliminary commitment for title insurance; 7  
or ☐ mutual acceptance (from the date of Buyer's receipt, if neither box checked) to give notice of Buyer's 8  
disapproval of exceptions contained in the preliminary commitment. 9  
Seller shall have \_\_\_\_\_ days (5 days if not filled in) after Buyer's notice of disapproval to give Buyer 10  
notice that Seller will clear all disapproved exceptions. Seller shall have until the Closing Date to clear all 11  
disapproved exceptions. 12  
If Seller does not give timely notice that Seller will clear all disapproved exceptions, Buyer may terminate this 13  
Agreement within 3 days after the deadline for Seller's notice. In the event Buyer elects to terminate the 14  
Agreement, the Earnest Money shall be returned to Buyer. If Buyer does not timely terminate the Agreement, 15  
Buyer shall be deemed to have waived all objections to title, which Seller did not agree to clear. 16
2. **Supplemental Title Reports.** If supplemental title reports disclose new exception(s) to the title commitment, 17  
then the above time periods and procedures for notice, correction, and termination for those new exceptions 18  
shall apply to the date of Buyer's receipt of the supplemental title report. The Closing date shall be extended as 19  
necessary to accommodate the foregoing times for notices. 20
3. **Marketable Title.** This Addendum does not relieve Seller of the obligation to provide marketable title at Closing 21  
as provided for in the Agreement. 22

P.S. 3/25/19  
Buyer's Initials Date

Buyer's Initials Date

egw 5/17/2019  
Seller's Initials Date

Seller's Initials Date

Form 22AA  
Appraisal Addendum  
Rev. 7/10  
Page 1 of 1

©Copyright 2010  
Northwest Multiple Listing Service  
ALL RIGHTS RESERVED

### APPRAISAL ADDENDUM TO PURCHASE & SALE AGREEMENT

The following is part of the Purchase and Sale Agreement dated 3/25/2019 1  
between The Peter McCune Shannon "In Tatters We Trust" Living Trust ("Buyer") 2  
and Edmund J. Wood, Ch 7 Bankruptcy Trustee For Ben H. McIndoe ("Seller") 3  
concerning 6928 38<sup>th</sup> Ave SW Seattle WA 98126 (the "Property"). 4

#### APPRAISAL LESS THAN SALE PRICE. 5

1. If the appraised value of the Property (as determined by a licensed appraiser) is less than the Purchase Price, Buyer may, within 3 days after receipt of a copy of the appraisal, give notice, which includes a copy of the appraisal, to Seller of Buyer's election to terminate this Agreement unless Seller, within 10 days after receipt of such notice, delivers to Buyer either: 6  
  - (a) A reappraisal or reconsideration of value, at Seller's expense, by the same appraiser or another appraiser, acceptable to Buyer, in an amount not less than the Purchase Price; or 10
  - (b) Seller's written consent to reduce the Purchase Price to an amount not more than the amount specified in the appraisal or reappraisal by the same appraiser, or an appraisal by another appraiser acceptable to Buyer, whichever is higher. 12
2. If Seller does not deliver such appraisal, reappraisal, or consent to reduction of the Purchase Price as set forth in Paragraph 1, this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 15
3. The Closing date shall be extended as necessary to accommodate the foregoing times for notices. 17
4. ~~This appraisal contingency shall be deemed waived unless Buyer gives the above notice to Seller within \_\_\_\_\_ days (20 days if not filled in) of mutual acceptance of this Agreement.~~ 18

P.S. <sup>DS</sup>  
egw  
5/17/2019

P.S. 3/25/19  
Buyer's Initials Date

Buyer's Initials Date

<sup>DS</sup>  
egw 5/17/2019  
Seller's Initials Date

Seller's Initials Date

## Exhibit 2

**Law Office of Wanda Reif Nuxoll, PS****ALTA Universal ID: 1145564****22525 SE 64th PI #245****Issaquah, WA 98027**

File No./Escrow No. : 191905-11  
 Print Date & Time: May 20, 2019 11:09 am  
 Officer/Escrow Officer :  
 Settlement Location : 22525 SE 64th PI #245  
 Issaquah, WA 98027

Property Address: 6928 38th Avenue SW  
 Seattle, WA 98126

Borrower: The Peter McCune Shannon "In Tatters We Trust" Living Trust Dated July 10, 2007  
 6535 Camino Del Parque  
 Carlsbad, CA 92011

Seller: Edmund J. Wood, Ch. 7 Bankruptcy Trustee for Ben H. McIndoe #15-17388  
 303 N 67th Street  
 Seattle, WA 98103

Lender:

Settlement Date: June 26, 2019  
 Disbursement Date: June 26, 2019

Seller		Description	Borrower	
Debit	Credit		Debit	Credit
		<b>Financial</b>		
	759,974.50	Sale Price of Property	759,974.50	
		<b>Prorations/Adjustments</b>		
	85.14	1st Half Taxes 06/26/19 - 07/01/19	85.14	
		<b>Other Loan Charges</b>		
		Signing to Bendickson & Associates LLC	200.00	
		<b>Title Charges and Escrow/Settlement Charges</b>		
		CPL Preparation to Law Office of Wanda Reif Nuxoll, PS	220.00	
125.00		Reconveyance Tracking Fee to Law Office of Wanda Reif Nuxoll, PS		
1,475.00		Settlement Agent to Law Office of Wanda Reif Nuxoll, PS	1,475.00	

Seller		Description	Borrower	
Debit	Credit		Debit	Credit
		<b>Title Charges and Escrow/Settlement Charges (continued)</b>		
2,400.00		Owner's Title Insurance to First American Title Insurance Company Coverage: 0.00 Premium: 2,400.00		
		<b>Commissions</b>		
45,598.47		Real Estate Commission - Listing to RE/MAX Eastside Brokers, Inc		
		<b>Government Recording and Transfer Charges</b>		
		Recording Fees to First American Title Insurance Company	240.00	
13,532.56		Excise Tax to King County		
		<b>Payoff(s)</b>		
544,035.25		Payoff of First Mortgage Loan to Select Portfolio Servicing Loan Payoff 622,654.88 Additional Interest From: 3,272.75 04/27/19 Through: 06/26/19 @ 50.350000 Per Diem plus 5 Extra Days 1st half real estate taxes 3,107.62 Less Carve Out -10,000.00 Less Holdback -75,000.00 Total Payoff <u>544,035.25</u>		
		<b>Miscellaneous</b>		
10,000.00		Carve Out per Court Order to Edmund J. Wood, Ch. 7 Bankruptcy Trustee		
75,000.00		Holdback per Court Order to Edmund J. Wood, Ch. 7 Bankruptcy Trustee		
750.00		Lienable Utilities to City of Seattle		
500.00		Lienable Utilities to Seattle City Light - Escrow Payment		
		Credit to Buyer from Listing Office		18,999.36
Seller			Borrower	
Debit	Credit		Debit	Credit
693,416.28	760,059.64	<b>Subtotals</b>	762,194.64	18,999.36
		<b>Due from Borrower</b>		743,195.28
66,643.36		<b>Due to Seller</b>		
760,059.64	760,059.64	<b>Totals</b>	762,194.64	762,194.64

**Acknowledgement**

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Law Office of Wanda Reif Nuxoll, PS to cause the funds to be disbursed in accordance with this statement.

Borrower

The Peter McCune Shannon "In Tatters We Trust" Living Trust Dated July 10, 2007

BY: \_\_\_\_\_

Seller

Edmund J. Wood, Ch. 7 Bankruptcy Trustee for Ben H. McIndoe #15-17388

BY: \_\_\_\_\_

Edmund J. Wood  
Trustee

\_\_\_\_\_  
Escrow Officer